

rdolph

Randolph 2012

the noncompliant party. These sanctions may include, but are not limited to, the exclusion of evidence at a trial or hearing.

LR68-CR00-203 BAIL SCHEDULE

(A) If not otherwise set by the Court, the following is the bail schedule in criminal cases:

1.	Murder	No bond
2.	Class A Felony	To be set at Initial Hearing
3.	Class B Felony	\$25,000.00
4.	Class C Felony	\$10,000.00
5.	Class D Felony	\$5,000.00
6.	Class A Misdemeanor	\$1,000.00
7.	Class B Misdemeanor	\$1,000.00
8.	Class C Misdemeanor	\$1,000.00

(B) The above amounts shall be increased by 100% if the defendant is presently admitted to bail or on release from any Court awaiting final disposition of a pending criminal case or is to be charged as a habitual felony offender.

(C) INTOXICATION. No person shall be released by the Sheriff of Randolph County, regardless of the provisions of this Order, unless such person clearly manifests that they are in a state of sobriety at the time the provisions of the Order would otherwise permit release. The Sheriff shall hold in custody any person who is under the influence of alcohol or controlled substances until such time it is determined, at the Sheriff's discretion, that the individual may be safely released without danger to self or others.

(D) CRIMES OF PHYSICAL VIOLENCE. A person arrested on a charge involving physical violence, such as child abuse, molestation, battery resulting in bodily injury or serious bodily injury, sexual battery, domestic battery, etc. shall not be released until twelve (12) hours has elapsed or until appearance in court, whichever is earlier.

After twelve (12) hours, the person may post bail (1) pursuant to other sections of this Bail Order, and (2) if the person agrees in writing to initiate no contact with the victim. If the person charged refuses to sign such an agreement,

they shall be held until brought to Court. After release, should the defendant encounter (any of) the alleged victim(s) by chance, the Defendant is hereby ordered to make a reasonable effort to avoid contact with the alleged victim(s). Any law enforcement officer who has probable cause to believe that this restriction has been violated shall have the authority to re-arrest the Defendant and hold him/her until a bond hearing may be held.

The Court may alter the provisions regarding no contact at hearing.

(E) FULL CASH BOND. When any person proposes to post a full bond in cash or by certified check and the Clerk's Office is not open for business, the Sheriff shall accept the money or check and issue a receipt therefore to the person making the payment in that person's name or as they direct. Thereafter, as soon as is practicable, the Sheriff shall deposit the money or check with the Clerk.

(F) FELONY ARRESTS WHILE ON PROBATION OR PAROLE. Pursuant to I.C. 35-33-8-6, all adult persons, with any felony arrest, who are on probation or parole, shall not be released on the normal bond schedule, but should be brought before the Court at the earliest opportunity, and in no circumstances, should be held for longer than fifteen (15) days in jail without bond.

(G) 10% CASH BOND. The Clerk may not accept a 10% cash deposit in lieu of the bond otherwise required herein, except upon express written Order of a judge. In the event such a bond is approved by the Court, the Clerk may retain as a service fee ten percent (10%) of the amount deposited when the bond is released at the conclusion of the case.

(H) PROPERTY BOND. The Clerk shall not accept a property bond in lieu of a cash or surety bond otherwise required herein, except upon express written Order of a judge.

(I) AMOUNT OF BAIL ON WARRANT. If the bail is set by a probable cause determination, the amount of bail set by the judge shall be endorsed upon the arrest warrant.

(J) RELEASE OF BOND. No cash bond may be released by the Clerk, except upon written Order of a judge.

LR68-CR00-204 SWORN STATEMENTS IN CRIMINAL CASES

The following procedures may be used for taking sworn statements in pauper criminal cases and in other criminal cases as may be agreed upon between the State and the Defendant: